

ACH PROCESSING AGREEMENT

Data Processing and Payment Collection Agreement



NATIONAL MERCHANT CENTER

"The only center for all your merchant needs."

8855 Research Drive, Irvine, CA 92618

1. MERCHANT INFORMATION

Legal Name of Business		DBA (Doing Business As)				
Location/Site Address		City	County	State	ZIP	
Mailing Address		City	County	State	ZIP	
Company Phone Number	DBA Phone Number	Fax Number	Contact Name	Title		
Federal Tax ID	State Tax ID	Business License #	Dun and Bradstreet (D&B) #			
Business Website Address (URL):		Business E-Mail Address:		Business Start Date (mm/dd/yyyy)		
Has Merchant or any Associated Principal disclosed below filed bankruptcy or been subject to an involuntary bankruptcy? <input type="checkbox"/> No <input type="checkbox"/> Yes Provide date, if "yes":						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Public Corporation	<input type="checkbox"/> Private Corp.	<input type="checkbox"/> Tax Exempt Corp.	<input type="checkbox"/> Limited Liability Company	State Filed:
Your previous ACH processor (if applicable):						
Reason for change: <input type="checkbox"/> Rates <input type="checkbox"/> Service <input type="checkbox"/> Terminated (Date:) <input type="checkbox"/> Other:						

2. OWNERSHIP INFORMATION (List principals names that own combined at least: 51% for corporations, 100% for partnerships.)

Principal Name 1)		Title	Ownership (%)	Date of Birth (mm/dd/yyyy)	
Home Address		City	State	ZIP	Home Phone
Social Security #	Driver License #	Dr.Lic. State/Exp Date	Personal residence For how long?	<input type="checkbox"/> Own Yrs.	<input type="checkbox"/> Rent Mo.
Principal Name 2)		Title	Ownership (%)	Date of Birth (mm/dd/yyyy)	
Home Address		City	State	ZIP	Home Phone
Social Security #	Driver License #	Dr.Lic. State/Exp Date	Personal residence For how long?	<input type="checkbox"/> Own Yrs.	<input type="checkbox"/> Rent Mo.

3. ADDITIONAL BUSINESS AND FINANCIAL INFORMATION

Type of Goods/Services sold: (of goods aren't sold through Internet, please attach a copy of a product brochure)			
Does merchant accepts payment before the customer receives product/services? <input type="checkbox"/> No <input type="checkbox"/> Yes Explain if "Yes":		Return Policy: <input type="checkbox"/> Full Refund <input type="checkbox"/> Exchange Only <input type="checkbox"/> None	
Do you have a refund policy for ACH Sales? <input type="checkbox"/> No <input type="checkbox"/> Yes If Yes, please explain below:			
Advertising method(s): (check all that apply) <input type="checkbox"/> Newspapers <input type="checkbox"/> Magazine <input type="checkbox"/> Yellow Pages <input type="checkbox"/> Internet <input type="checkbox"/> Radio <input type="checkbox"/> TV <input type="checkbox"/> Other: Required: Attach marketing materials for all Mail Order, B2B, Internet Businesses with over \$1mil. in annual volume. Attach Web Page printout for Internet Merchants.			
Business Hours: (Check all applicable, circle a.m. or p.m.) <input type="checkbox"/> 24 hours <input type="checkbox"/> Mon-Fri from a.m. p.m. to a.m. p.m. <input type="checkbox"/> Saturday from a.m. p.m. to a.m. p.m. <input type="checkbox"/> Sunday from a.m. p.m. to a.m. p.m.			
Methods used for ACH Authorization: (Total must be equal 100%) Written Contract _____% <input type="checkbox"/> Attach a copy of the written contract Internet Initiated _____% <input type="checkbox"/> URL of payment page: Telephone Initiated _____% <input type="checkbox"/> Inbound, <input type="checkbox"/> Outbound, <input type="checkbox"/> Attach a copy of call script Check Conversion _____% <input type="checkbox"/> Make/Model of Check Scanner used:		Products are Sold To: (Total must be equal 100%) Consumers _____% Businesses _____% Total Consumer Base (Current):	
Current Monthly Sales (\$)	Average Transaction Amount (\$)	Estimated Transactions Per Month	Time Between Sale And Fulfillment
Estimated Returns per Month	Estimated Chargebacks per Month (\$)	Estimated Monthly Credits (\$)	Do you use a Fulfillment House? <input type="checkbox"/> No <input type="checkbox"/> Yes

4. BANK AND TRADE REFERENCES

Vendor 1 / Bank Reference	Account#	Contact Name	Phone Number
Vendor 2	Account#	Contact Name	Phone Number
Vendor 3	Account#	Contact Name	Phone Number

5. SCHEDULE OF CHARGES / FEES

Transaction Fee..... \$ _____
Returned Item Fee..... \$ _____
Overdraft Fee..... \$ _____
Discount Fee..... \$ _____
Monthly Minimum Fee \$ _____
Statement Fee \$ _____

FOR OFFICE USE ONLY:

Reserve..... % for _____ days _____
Hold Period..... days _____
MERCHANT INITIALS
MERCHANT INITIALS

6. CREDIT / DEBIT AUTHORIZATION

BANK NAME _____

BANK ROUTING # _____

BANK ACCOUNT # _____

MERCHANT hereby authorizes SERVICERS in accordance with this Merchant ACH Agreement to initiate debit/credit entries to MERCHANT'S checking account, as indicated below. The authority is to remain in full force and effect until (a) SERVICERS have received written notification from a MERCHANT of its termination in such a manner as to afford SERVICERS reasonable opportunity to act on it; and (b) all obligations of MERCHANT to SERVICERS that have arisen under this Agreement have been paid in full. This authorization extends to such entries in such account concerning processing fees, lease, and rental or purchase agreements for POS terminals and/or accompanying equipment and/or check guarantee fees, and amounts due for supplies and materials.

AUTHORIZATION SIGNATURE:**MUST ATTACH VOIDED CHECK FROM THIS ACCOUNT**

Please DO NOT staple / DO NOT use deposit slip

SIGNATURE / PRINT NAME _____

7. SIGNATURES

WARRANTY: Each of the owners/officers listed above have reviewed this Merchant ACH Agreement and warrants that all information provided is true and correct. Each undersigned owner/officer of MERCHANT represents and warrant that he read and understood this Merchant ACH Agreement (Including and without limitation all four pages of it and Terms and Conditions pages).

INVESTIGATIVE CONSUMER REPORT: An investigative or Consumer Report will be made in connection with this Merchant ACH Agreement. Applicant authorizes NMC or any other credit bureau/reporting agency employed by NMC OR ANY AGENTS OF NMC to investigate the references given or any other statements or data obtained from MERCHANT, or any of the signed principals.

Client agrees to all the terms of this Merchant Processing Application and Agreement. This Merchant Processing Application and Agreement shall not take effect until Client has been approved and this Agreement has been accepted by NMC and Bank.

Client's Business Principal(s) / Officer(s):

Signature X _____ Title _____ Print Name Of Signer _____ Date _____

Signature X _____ Title _____ Print Name Of Signer _____ Date _____

Signature X _____ Title _____ Print Name Of Signer _____ Date _____

PERSONAL GUARANTEE: The undersigned guarantees to NMC and Bank the performance of this Agreement and First Data Lease, if applicable, and any addendum thereto by Client, and in the event of default, hereby waives Notice of Default and agrees to indemnify the other parties, including payment of all sums due and owing and costs associated with enforcement of the terms thereof. NMC and Bank shall not be required to first proceed against Client or enforce any other remedy before proceeding against the undersigned individual. This is a continuing guarantee and shall not be discharged or affected by the death of the undersigned and shall bind the heirs, administrators, representatives and assigns and be enforced by or for the benefit of any successor of NMC and Bank. The term of this guarantee shall be for the duration of the Merchant Processing Application and Agreement and any addendum thereto and shall guarantee all obligations which may arise or occur in connection with my activities during the term thereof through enforcement shall be sought subsequent to any termination.

Personal Guarantee

Signature X _____ Print Name Of Guarantor _____ Date _____

Personal Guarantee

Signature X _____ Print Name Of Guarantor _____ Date _____

FOR OFFICE USE ONLY**APPROVED: NATIONAL MERCHANT CENTER**

By Name _____ Signature _____ Date _____

MERCHANT ACH AGREEMENT - DATA PROCESSING AND PAYMENT COLLECTION AGREEMENT (TERMS AND CONDITIONS)

This Data Processing and Payment Collection Agreement (this "Agreement") is entered into as of the date set forth below, by and among the undersigned client ("CLIENT") and National Merchant Center (hereinafter "NMC"), a limited liability company organized and existing under the laws of the State of California with its principal place of business at 8855 Research Drive, Irvine, California 92618.

WHEREAS: NMC is an item processor and provides Automated Clearing House ("ACH"); EFT services ("EFT"); and Draft services ("Drafts") (collectively, "Transactions"); such Services with respect to payment processing for the collection and payment of Payments and Deposits to the accounts of Consumers and Businesses (collectively, "Customers") and;

WHEREAS: CLIENT wishes to initiate Transactions and desires to engage NMC to process those Transactions initiated by CLIENT.

NOW, THEREFORE, the parties intending to be legally bound do hereby agree as follows:

1. Headings and Captions. Unless the context otherwise clearly requires, words used in the singular include the plural, and words used in the plural include the singular. The captions and headings contained in this Agreement are for the convenience of the parties only and shall not be construed to limit or otherwise define the scope of this Agreement. This Agreement shall not be deemed to have originated with either party hereto.

2. Definition of Terms. Except as otherwise specifically indicated, the following terms shall have the following meanings in the Agreement:

a. Banking Day: Any business day, during which NMC is open for business, but does not include any Saturday or Sunday, or Holiday observed by the Federal Reserve.

b. Account: A deposit account established by Customers at a Federal Reserve member bank that has the ability to receive Automated Clearing House ("ACH") items from the Federal Reserve for debit and credit to the account.

c. EFT Data: Electronic Funds Transfer ("EFT") Data, is that certain data collected by CLIENT indicating funds to be distributed by credit or debit to Customers' accounts of Customers authorizing such credit or debit.

d. Collected Funds: Funds collected from the Federal Reserve as a result of the processing of EFT Data entries.

e. Settlement Date: A date specified by CLIENT, on which date EFT Data Entries will be available to Customers' banks that receive EFT Data from the Federal Reserve.

f. Customer: Those consumers or businesses who have given authorization to CLIENT for CLIENT to initiate credit or debit entries to the accounts of those CUSTOMERS.

g. Sponsor Bank: The bank designated by NMC which is a Federal Reserve depository with Agreements between itself, NMC and the Federal Reserve to electronically transfer funds between member banks of the Federal Reserve Banking System.

3. Engagement: CLIENT hereby retains and appoints NMC as CLIENT'S exclusive data processing and collection agent for processing Transactions originated by CLIENT for credit and debit to accounts of Customers, who have agreed to such Transactions, in accordance with the terms and conditions contained herein.

4. Fees: For the services performed herein by NMC, CLIENT agrees to pay the fees as detailed in the Fee Addendum, which is attached hereto and made a part hereof. CLIENT understands that some fees may be subject to tax and agrees to pay all applicable tax. Increases in fees charged by Sponsor Bank will be passed through to CLIENT, without notice, and the Fees may be changed by NMC at any time upon Thirty (30) days prior written notice to CLIENT. Client may be assessed an Investigation Fee equal to \$25 for each item investigated and/or 10% of the amount investigated each month for all sums that NMC is required to investigate as a result of Client's conduct.

5. Term and Termination: The initial term of this Agreement shall be for a period of three (3) years beginning on the later of (a) the date of acceptance of this Agreement by NMC; or (b) commencement of processing (the "Term"), and shall renew for additional successive three (3) year terms unless any party hereto provides the other written notice of its intent not to renew prior to the expiration of the current term. Additionally, NMC shall have the right to terminate this Agreement at any time without cause. Termination of this Agreement prior to the expiration of the Term or any renewal Term, shall result in the assessment of an account termination fee in an amount equal to the greater of (a) the average monthly processing fees charged to client over the last 6 months (or shorter time if not processing for 6 months) multiplied by the number of months remaining on the Term; or (b) \$295.00; in addition to all other amounts owed by CLIENT to NMC.

6. Upon Default: Either party shall have the right to terminate this Agreement, effective immediately, if either party is in default of any obligation under this Agreement and default continues for 30 days following notice from the other party, or if either party is declared bankrupt, files a petition under any bankruptcy laws, has a receiver appointed for all or substantially all of its property, or makes an assignment of all or substantially all of its assets for its creditors.

7. Upon Termination: All rights and obligations hereunder shall cease except CLIENT'S obligations (A) to pay the applicable fees for any services performed by NMC prior to the effective date of termination; B) to pay for any items returned unpaid ("Returned Items") subsequent to the effective date of termination for which NMC shall hold from the final deposit to the Settlement Account for sixty (60) days a balance sufficient to cover Returned Items and any unpaid fees payable to NMC, and C) within ninety (90) days of termination of this Agreement CLIENT shall return to NMC all materials that are the property of NMC and provided by NMC to CLIENT, as part of the services contemplated hereunder, including, but not limited to software, hardware, manuals and instructions.

8. Responsibilities of the Parties: In connection with the engagement of NMC by CLIENT, the parties hereby agree that each shall have the responsibilities set forth hereunder:

CLIENT Responsibilities: CLIENT shall be responsible for the following:

a. Settlement Account. CLIENT shall, at all times, maintain an Account ("Settlement Account") at a bank that is a member of the Federal Reserve ACH System. All credits for collected funds and debits for fees, payments and Returned Items under the terms of this Agreement shall be made to the Settlement Account. For the services to be performed by NMC hereunder as set forth in the Specifications as published from time to time by NMC, CLIENT authorizes NMC to credit and or debit the Settlement Account electronically or via Draft, and CLIENT warrants that it shall, at all times, maintain a sufficient balance in said account to cover overdraft of the Escrow Account as might result from Returned Items and service fees, and other charges plus such additional fees charged by NMC for the performance of services beyond the terms of this Agreement or resulting from increased expenses incurred by the failure of CLIENT to furnish data as specified in the Specifications as published from time to time by NMC, upon demand of NMC. CLIENT may not close or change the Settlement Account without written notice to NMC. CLIENT will be solely liable for all fees and costs associated with the Settlement Account and for all overdrafts. CLIENT hereby grants to NMC a security interest in the Settlement Account as well as any other account owned by Client to the extent of any and all fees, payments and Returned Items which may arise under this Agreement, and CLIENT shall execute any document and obtain any consents or waivers from the bank at which the Settlement Account is maintained as requested by NMC to protect its security interest therein. In the event that Client has more than one electronic payment services contract with NMC (e.g., multiple merchant accounts or a combination of a gift card account, ACH account, and/or merchant account) and thereby has more than one settlement account, Client grants NMC the right to collect its fees and/or recoverable losses from any of Client's settlement accounts. NMC will first attempt to collect such fees/losses from the settlement account associated with the electronic payment contract from which the fee derived or the loss was incurred. If that settlement account has insufficient funds for same, NMC has the right to collect such fees/losses from any other of Client's settlement accounts.

b. Notice of Intent. CLIENT shall provide NMC with immediate notice of intent to: 1). Transfer or sell any substantial part of its total assets, or liquidate; 2). Change the basic nature of its business, including selling any products or services not related to its current business; 3). Change ownership or transfer control of its business; or 4). Enter into any joint venture, partnership or similar business arrangement whereby any person or entity not a party to this Agreement assumes any interest in CLIENT'S business. Failure to provide notice as required above may be deemed as material breach and shall be sufficient grounds for immediate termination of the Agreement. In the event any of the changes listed above should occur, NMC shall have the option to renegotiate the terms of this Agreement or provide thirty (30) days notice of termination.

c. Non-Disclosure of Customer Information. CLIENT will not, under any circumstances, disclose any CUSTOMER'S account number or any information relating to any CUSTOMER'S account, or any sales information, to any person other than NMC, except as expressly authorized in writing by CUSTOMER, NMC as required bylaw.

d. Returned Items. CLIENT is liable for repayment to NMC for all Returned Items. NMC will comply with ACH Associations' and the Federal Reserve prevailing regulations in processing any Returned Items which result from CUSTOMER disputes. However, all disputes which are not or cannot be resolved through established returned item procedures shall be settled between CLIENT and the CUSTOMER, and CLIENT will indemnify NMC and will provide reimbursement for all expenses, including reasonable attorney's fees, which it may incur as the result of any CUSTOMER claim which is pursued outside the ACH Association or Federal Reserve rules and regulations.

e. Delivery of EFT Data. CLIENT shall deliver EFT data necessary for processing Transactions electronically or via Draft in such form and at such times and in accordance with the Specifications as published from time to time by NMC. CLIENT will cause the EFT data to be current and accurate at all times. CLIENT warrants to NMC that all data and entries contained in EFT Data and delivered to NMC by CLIENT will be in accordance with the Specification as published from time to time by NMC, will contain true and accurate information and will be authorized by Consumers, permitting CLIENT to electronically debit and/or draft their account. CLIENT further warrants that any Transactions that may be initiated by telephone are the result of inbound telecommunications only and CLIENT maintains the necessary voice verification for any such Transaction authorizing CLIENT to electronically debit and/or draft their account. CLIENT assumes the responsibility for storage of all CONSUMER authorizations. Failure to provide NMC with requested CUSTOMER authorization documentation within five (5) business days after receipt of such request may be deemed as material breach and shall be sufficient grounds for immediate termination of the Agreement. CLIENT will maintain documentation for a period of SIX (6) years past the date of the last transaction to any Account. NMC shall have no liability to CLIENT, Customer, or third parties in the event Collection data is inaccurate or incomplete.

f. Timely Delivery. CLIENT shall cause the EFT data to be delivered to NMC in a timely fashion to permit the electronic processing on the date designated by CLIENT which is estimated to require the delivery of the EFT Data not less than (2) banking days prior to the scheduled processing date. g. Delivery of Payroll Funds. CLIENT shall cause payroll funds to be delivered by wire transfer at least Three (3) Banking Days ("Lead time") prior to the Settlement Date designated by CLIENT in an amount sufficient to cover payroll deposits, fees and other charges to NMC ("Payroll amount requirement") in accordance with the Specifications as published from time to time by NMC. CLIENT understands and agrees that In the event payroll funds are not delivered in accordance with the above Lead time, or that the Payroll amount requirement is insufficient, the Settlement Date will be delayed to allow for sufficient Lead time and sufficient Payroll amount requirement. h. Exclusive. CLIENT agrees that NMC shall be its sole provider of ACH services during the term of this Agreement. i. Compliance. CLIENT warrants and agrees that CLIENT shall fully comply with all federal, state, and local laws, rules and regulations, as amended from time to time, including the Federal Truth-in-Lending Act; Regulation E and C of the Board of Governors of the Federal Reserve System; and all rules and regulations established by NACHA.

j. Acceptance by NMC. This Agreement shall be effective only upon acceptance by NMC. In the event CLIENT is not accepted for the services as contemplated herein, any fees paid to RI shall be non-refundable.

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MERCHANT ACH AGREEMENT - DATA PROCESSING AND PAYMENT COLLECTION AGREEMENT

(CONTINUED FROM PREVIOUS PAGE)

NMC Responsibilities: NMC shall be responsible for the following:

a. Document Preparation. NMC shall consult and assist CLIENT on the form and content of documents to be filed with Sponsor Bank, NMC and Consumers.

b. Format of EFT Data. NMC shall provide CLIENT with consultation on the format and specification of EFT data.

c. Escrow Account. NMC shall establish and maintain an account ("Escrow Account") for deposit of Collected Funds and payment of returned Items and service fees, and other charges ("Other Fees") incurred by NMC, Sponsor Bank and the Federal Reserve hereunder. CLIENT understands and agrees that: 1). NMC shall deposit all Collected Funds to the Escrow Account. 2). NMC shall hold One Hundred Percent (100%) of Collected Funds ("Hold amount") in the Escrow Account for a period of THREE (3) Banking Days, or such other time period that may be established by NMC pursuant to its underwriting of Client ("Hold period"). 3). NMC shall, at the expiration of the Hold period, transfer the Collected Funds, less a reserve amount ("Reserve amount") established for Client pursuant to NMC's underwriting of Client, by EFT to the Settlement Account. Such transfer shall be in such form and at such times and in accordance with the Specifications as published from time to time by NMC. CLIENT further understands and agrees that NMC shall hold any Reserve amount for a period of Thirty (30) days from the date of collection ("Reserve Period"). NMC shall release the Reserve amount to the credit of the Escrow Account at the expiration of the Reserve Period. CLIENT understands and agrees that the Hold amount, Hold period, Reserve amount and Reserve Period may be adjusted by NMC, at the sole discretion of NMC, to insure availability and sufficiency of funds to cover Other Fees.

d. Electronic Bulletin Board. NMC shall provide an electronic means (electronic bulletin board service, or other like service) for the purpose of receiving EFT Data from CLIENT, posting return Items, correction notices and account statements for CLIENT. CLIENT understands and agrees that it is CLIENT'S responsibility to pickup, by electronic means, the statements and return notifications from the electronic bulletin board service.

9. Force Majeure. Except when prevented from doing so by causes beyond its control, including, but not limited to Acts of God, strikes, mechanical or electrical breakdown, fire, flood, war, governmental action, accident, NMC shall process EFT data furnished by CLIENT and observe the processing schedules set forth in the Specifications as published from time to time by NMC, and deposit of funds in the Escrow and Settlement Accounts.

10. Materials. CLIENT acknowledges that all materials provided to CLIENT by NMC, in contemplation of and in fulfillment of this Agreement, are the property of NMC. CLIENT shall guard against unauthorized duplication that would be a violation of United States copyright law and international treaty provisions.

11. Use of Independent Sales Organization. CLIENT acknowledges that NMC may use an independent sales organization/member service provider ("ISO/MSP") operating under applicable ACH Associations' rules, and the Rules and Regulations of the Federal Reserve System. ISO/MSP is an independent contractor and not an agent of NMC. ISO/MSP has no authority to execute the Agreement on NMC'S behalf or to alter the terms hereof without NMC'S prior written approval.

12. Sole Obligation. NMC's sole obligation to CLIENT hereunder is to perform the services agreed upon, exercising the same degree of care used in processing Items and data for its own use. NMC shall not be liable for the insolvency, neglect, misconduct, mistake or default of any other bank, corporation or person. In no event shall NMC be liable for any loss, destruction, mutilation, damage or theft, resulting from any cause whatsoever, of any data, entries, or Items, except those resulting from the willful misconduct, gross negligence or fraudulent act of Prior its employees.

13. Record Maintenance. This Agreement and the performance by NMC of its services hereunder, shall not relieve CLIENT of any obligation imposed by law or contract, regarding the maintaining of records or other matters nor from employing, adequate audit, account and review practices customarily followed by similar businesses.

14. Indemnification. CLIENT agrees to indemnify and to hold NMC, Sponsor Bank and the Federal Reserve free and harmless from any and all liability, claims, and damages (including attorney's fees and costs) which NMC, Sponsor Bank and the Federal Reserve may suffer or incur by reason of providing the services contemplated herein, including but not limited to any liability incurred by NMC with respect to the warranties and indemnities required to be made by NMC to Sponsor Bank or the Federal Reserve, its representatives, and other banks under the ("Operating Rules") of the National Automated Clearing House, except any liability, claims, or damages caused by NMC's gross negligence, or failure to exercise reasonable care in performing its services hereunder. This article shall survive termination of this Agreement.

15. Warranty of Application. In accordance with this Agreement, CLIENT has executed and delivered to NMC a document entitled "Data Processing and Payment Collection Application" containing, among other things, certain information regarding the nature of CLIENT'S business. Its form of business organization, and the individual principal owners of CLIENT. CLIENT represents and warrants to NMC that all information and all statements contained in such Data Processing and Payment Collection Application are true, correct and complete as if set forth in this Agreement. CLIENT FURTHER AGREES TO NOTIFY NMC IN WRITING OF ANY AND ALL CHANGES WHICH MAY OCCUR FROM TIME TO TIME REGARDING ANY INFORMATION CONTAINED IN SUCH DATA PROCESSING AND PAYMENT COLLECTION APPLICATION, INCLUDING BUT NOT LIMITED TO: THE IDENTITY OF PRINCIPALS AND/OR OWNERS, THE FORM OF BUSINESS ORGANIZATION (i.e. SOLE PROPRIETORSHIP, PARTNERSHIP, ETC.), TYPE OF GOODS AND SERVICES PROVIDED, AND HOW SALES ARE COMPLETED (i.e. BY TELEPHONE, MAIL, OR IN PERSON AT THE CLIENT'S PLACE OF BUSINESS). Such notice must be received by NMC within ten (10) business days of such occurrence. CLIENT acknowledges that NMC may from time to time request updated credit information on CLIENT'S business and CLIENT further agrees to provide updated financial statements and other information within a reasonable period of time as NMC may request. CLIENT shall be and remain fully liable to NMC for any and all losses, costs, claims, and expenses suffered or incurred by NMC, arising out of or resulting from CLIENT'S failure to report all such changes to NMC in accordance herewith.

16. Notices. Any notice required or allowed to be given under this Agreement shall be addressed to the other party as follows: For NMC: at its principal place of business as listed above; For CLIENT: at the address listed on the attached "Data Processing and Payment Collection Application". Any notice so addressed shall be deemed delivered on the date received.

17. Invalidity. If any provision in this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

18. Facsimile. This Agreement may be executed in one or more separate counterparts and conveyed by facsimile, each of which, when so executed shall be deemed an original and shall together constitute one and the same instrument which may be sufficiently evidenced by anyone counterpart, each of which shall be fully effective against the parties executing the same (even if by facsimile) and all parties claiming under or through them.

19. Assignment. NMC shall have the right to assign this Agreement and NMC's rights thereunder to any corporation or other entity which NMC may hereafter merge or consolidate, or to which NMC may transfer all or substantially all of its assets provided such corporation or other entity assumes all of NMC's obligations thereunder.

20. Limitation of Liability. Any legal action undertaken by CLIENT pursuant to any of the terms or conditions or the interpretation thereof shall be commenced within six (6) months of said termination. CLIENT agrees hereby that after a term of six (6) months has expired, no legal action against NMC may be brought in any court regarding any term or condition of this Contract.

21. Entire Agreement. This contract cancels any previous contract written and executed at NMC. Further, this Agreement constitutes the entire Agreement between parties and each of the parties hereto acknowledges and agrees that there are no other agreements, either written or oral, governing their relationships or Fees.

22. Amendment. Except as otherwise provided herein, no provision of this Agreement may be amended or modified except in writing, signed by NMC. Any amendment to this Agreement shall be effective the later of either the effective date contained in the notice of acceptance or fifteen (15) days after the notice is mailed, or when expressly agreed.

23. Guarantors. The undersigned owners/officers ("Guarantors"), by their execution of this Data Processing and Payment Collection Agreement, hereby unconditionally and irrevocably personally guarantee the full and faithful performance or payment by CLIENT of each and all of its duties and obligations herein set forth and contained, whether prior or subsequent to termination or expiration hereof.

24. Attorney's Fees. Should either party pursue an action in court or arbitration against the other regarding any provision of this Agreement, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fees.

Binding Effect: Governing Law: Jurisdiction and Venue. Any action or proceeding on the Agreement by or against NMC shall be initiated and maintained under the jurisdiction of the State of California with venue in the courts of Orange County, in which case this Agreement shall be construed and governed by the laws of the State of California.

INITIAL HERE